

### **Remarks**

In response to the Office Action mailed on May 9, 2007, the Applicants respectfully request reconsideration in view of the following remarks. In the present application, claims 1, 5, 11, 12, 14-16, and 22 have been amended. The claims have been amended to clarify that the service order comprises a requested appointment time, that a determination is made as to whether another network resource is qualified to fulfill the service order and is available at the requested appointment time, in response to a determination that the change affects the appointment associated with the service order, that a notification is made from the appointment negotiator to reschedule the service order, in response to a determination that the another qualified network resource is not available to fulfill the service order at the requested appointment time, wherein the appointment negotiator contacts the customer to reschedule the service order at an alternative appointment time, and that the requested appointment associated with the service order is automatically reassigned to the another network resource in order to fulfill the requested appointment at the alternative appointment time, in response to notifying the appointment negotiator to reschedule the service order and the appointment negotiator contacting the customer. Support for this amendment may be found on page 6, lines 20-21, page 14, lines 22-25, and on page 16, line 7 through page 17, line 10 in the Specification. No new matter has been added.

Claims 1-6, 8, 10-17, and 20-24 are pending in the application. The pending claims are rejected under 35 U.S.C. § 103(a) as being unpatentable over Gabbita et al. (US 6,349,238, hereinafter “Gabbita”) in view of Brown et al. (US 6,115,642, hereinafter “Brown”).

### **Applicants’ Statement of the Substance of the Interview**

A telephonic interview between the undersigned representative for the Applicants and the Examiner was held on October 3, 2007 to discuss proposed amendments to the claims view of the cited references Gabbita and Brown. In the interview, the representative and the Examiner discussed features in the cited references with respect to

internal resource shuffling and automated rescheduling of resources. The Examiner suggested that, in order to further prosecution, the pending claims could be amended to specify customer interaction in connection with the automatic reassignment or rescheduling of appointments as this feature did not appear to be disclosed by at least the currently cited references.

### **Claim Rejections - 35 U.S.C. §103**

Claims 1-6, 8, 10-17, and 20-24 are rejected as being unpatentable over Gabbita in view of Brown. The rejection of these claims is respectfully traversed.

Amended independent claim 1 specifies an appointment setting system for assigning a service order to a network resource. The system includes an appointment negotiator operative to receive a service order from a customer, the service order comprising a requested appointment time; and deliver an appointment confirmation and an appointment rejection to the customer; a dispatch database operative to maintain a dispatch database record of appointments previously assigned to a network resource; and an appointment control system operative to receive the service order from the appointment negotiator; determine whether the network resource can fulfill the service order; and assign a requested appointment associated with the service order to the network resource and send an appointment confirmation to the appointment negotiator, in response to a determination that the network resource can fulfill the service order; determine whether a change has occurred to the dispatch database record associated with the network resource; determine whether the change affects the appointment associated with the service order, in response to a determination that a change to the dispatch database record associated with the network resource has occurred; determine whether another network resource is qualified to fulfill the service order and is available at the requested appointment time, in response to a determination that the change affects the appointment associated with the service order; notify the appointment negotiator to reschedule the service order, in response to a determination that the another qualified network resource is not available to fulfill the service order at the requested appointment time, wherein the appointment negotiator contacts the customer to reschedule the service

order at an alternative appointment time; and automatically reassign the requested appointment associated with the service order to the another network resource in order to fulfill the requested appointment at the alternative appointment time, in response to notifying the appointment negotiator to reschedule the service order and the appointment negotiator contacting the customer.

It is respectfully submitted that the combination of Gabbita and Brown fails to teach, disclose, or suggest the features specified in amended claim 1. For example, the aforementioned combination fails to disclose in response to a determination that the change affects the appointment associated with the service order, that a notification is made from the appointment negotiator to reschedule the service order, in response to a determination that the another qualified network resource is not available to fulfill the service order at the requested appointment time, wherein the appointment negotiator contacts the customer to reschedule the service order at an alternative appointment time, and that the requested appointment associated with the service order is automatically reassigned to the another network resource in order to fulfill the requested appointment at the alternative appointment time, in response to notifying the appointment negotiator to reschedule the service order and the appointment negotiator contacting the customer.

Gabbita discusses a system and method for managing the workflow associated with processing Service Orders for a telecommunications company. (Column 1, lines 52-54). Whenever a Service Order is received, the system selects an appropriate Work Plan to process an order based on information contained within the Service Order itself. (Column 2, lines 29-33). Each workflow step is assigned a Resource and is scheduled for completion. (Column 2, lines 33-34). The workflow steps are then placed within in-boxes associated with the assigned Resource. (Column 2, lines 34-35). Gabbita also discusses notifying resources about scheduled workflow activities. (Column 11, lines 35-43). Gabbita also discusses that authorized users can reassign Work Steps to a different individual human Resource or a different organizational group Resource. (Column 18, lines 51-53).

As admitted in the Office Action, Gabbita fails to teach automatically reassigning appointments associated with service orders to another network resource in order to fulfill an appointment. Brown, relied upon in the Office Action for allegedly curing the deficiencies of Gabbita, discusses systems, methods, and computer program products for synchronizing fabrication schedules and supplier schedules. (Column 2, lines 4-6). Brown also discusses that when a change in at least one of the sequential work stages is obtained from the fabricator or from the selected one of the suppliers, the restrictive links are automatically modified in response to the obtained change. (Column 2, lines 20-23). In Brown, the modified fabrication schedule and/or the modified supplier schedule is communicated to the fabricator data processing system or to the supplier data processing system. (Column 2 lines 23-26). If a supplier is not able to supply a particular work stage, a second supplier may be automatically selected. (Column 2, lines 28-30).

Brown however, fails to teach, disclose, or suggest in response to a determination that the change affects the appointment associated with the service order, that a notification is made from the appointment negotiator to reschedule the service order, in response to a determination that the another qualified network resource is not available to fulfill the service order at the requested appointment time, wherein the appointment negotiator contacts the customer to reschedule the service order at an alternative appointment time, and that the requested appointment associated with the service order is automatically reassigned to the another network resource in order to fulfill the requested appointment at the alternative appointment time, in response to notifying the appointment negotiator to reschedule the service order and the appointment negotiator contacting the customer, as specified in amended claim 1. In contrast, Brown fails to discuss the automatic reassignment of a scheduled appointment after an appointment negotiator makes contact with the affected customer when it is determined that an originally selected qualified network resource is unable to fulfill a service order and an alternative resource is unavailable at the originally requested appointment time. Instead, Brown merely discusses the automatic selection of a substitute supplier and the attempt to establish a new contract with the supplier (see col. 10, lines 5-34). However, it appears that Brown fails to disclose automatically reassigning a service order from an originally

scheduled appointment time to an alternative appointment time after an appointment negotiator makes a customer contact with the customer requesting the service order.

Based on the foregoing, the combination of Gabbita and Brown fails to teach, disclose, or suggest each of the features specified in amended claim 1. Therefore, amended claim 1 is allowable and the rejection of this claim should be withdrawn. Claims 2-6, 8, 10, and 23 depend from amended claim 1, and are thus allowable for at least the same reasons. Therefore, the rejection of these claims should also be withdrawn. Amended independent claims 11 and 22 specify similar features as amended claim 1 and are thus allowable for at least the same reasons. Claims 12-17, 20, 21, and 24 depend from amended claims 11 and 22, and are thus allowable for at least the same reasons. Therefore, the rejection of these claims should also be withdrawn.

### **Conclusion**

In view of the foregoing amendments and remarks, this application is now in condition for allowance. A notice to this effect is respectfully requested. If the Examiner believes, after this amendment, that the application is not in condition for allowance, the Examiner is invited to call the Applicants' attorney at the number listed below.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 13-2725.

Respectfully submitted,

MERCHANT & GOULD P.C.  
P.O. Box 2903  
Minneapolis, Minnesota 55402-0903  
(404) 954-5100

Date: October 3, 2007

/Alton Hornsby III/  
Alton Hornsby III  
Reg. No. 47,299

